



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 08, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

26 February 8, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CULVER CITY, THE CITY OF LOS ANGELES, AND
THE COUNTY OF LOS ANGELES
RELATED TO COORDINATION OF REGIONAL TRAFFIC MITIGATION
IN THE UNINCORPORATED COMMUNITIES OF
MARINA DEL REY AND LADERA HEIGHTS
(SUPERVISORIAL DISTRICTS 2 AND 4)
(3 VOTES)**

SUBJECT

This action is to approve a Memorandum of Understanding between the City of Culver City, the City of Los Angeles, and the County of Los Angeles related to the coordination of regional traffic mitigation in a portion of the Westside of the County of Los Angeles that includes the unincorporated communities of Marina del Rey and Ladera Heights.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Public Works or her designee to execute the Memorandum of Understanding between the City of Culver City, the City of Los Angeles, and the County of Los Angeles.
2. Delegate authority to the Director of Public Works, or her designee, to negotiate and execute any amendments, if necessary, to the exhibits to the Memorandum of Understanding.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Culver City, the City of Los Angeles, and the County of Los Angeles (unincorporated areas) all conduct transportation planning that have a primary focus on the multimodal systems within each of their respective jurisdictions. There have been occasions when a land development proposal in one jurisdiction has required traffic conditions to be evaluated at intersections and street segments in a neighboring jurisdiction. The City of Culver City, the City of Los Angeles, and the Department of Public Works (Public Works) staff have historically cooperated in evaluating the associated traffic impacts and determining the proper mitigation measures. There is a shared goal of maximizing the mobility and flow of traffic in the area. However, there is a desire to have a mutually agreed upon list of regional transportation improvements that can then be used as traffic mitigation measures. In addition, it is beneficial to have an agreed upon list of regional transportation improvements when seeking federal, state, or other local financial assistance when trying to relieve existing bottlenecks.

The enclosed Memorandum of Understanding (MOU) is the culmination of several meetings between staff from the City of Culver City, the City of Los Angeles, and Public Works. It establishes the following:

- A list of transportation improvements that can be used as potential traffic mitigation measures. These parties agree to work cooperatively to prioritize the list of transportation improvements, as well as support each others efforts when grant funding is being sought.
- That each party will hold in reserve any of their regional traffic impact fees, such as the one being proposed by the County of Los Angeles Metropolitan Transportation Authority (Metro) under their Congestion Management Program (CMP), to be used to finance a portion of the cost of a transportation improvement from the list. Currently, the County of Los Angeles does collect a regional traffic impact fee on development within Marina del Rey that is \$4,098 per p.m. peak-hour trip for the associated development. An additional traffic impact fee of \$1,592 per p.m. peak-hour trip for the associated development is also collected for transportation improvements that are within Marina del Rey. Therefore, Public Works considers itself in compliance with this provision of the MOU.
- That when a transportation improvement is ready to advance to final design and/or construction that the parties consider supplementing regional traffic impact fees with any other available revenues and that a project-specific agreement then be considered which, besides establishing the lead agency in carrying out the work, establishes the contribution of funds from each party.
- That the parties continue to meet on a regular basis, the technical staff from each agency has become known as the Traffic Mitigation Working Group, and prepare reports to their respective elected officials in April and October of each year that give a progress in carrying out the transportation improvements.

Consequently, approval of the MOU will establish a common understanding between the parties and will help to avoid conflict when determining appropriate mitigation measures associated with a land development proposal. In the absence of any land development proposals, the MOU also provides the parties with an opportunity to alleviate existing traffic congestion in the specified portion of the Westside of the County of Los Angeles.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Community and Municipal Services (Goal 3). The recommended action will provide a common understanding between the City of Culver City, the City of Los Angeles, and the County of Los Angeles when coordinating their efforts in addressing regional traffic impacts.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

There are no added costs to the County associated with the approval of this MOU. The transportation planning work currently carried out by Public Works is part of its annual Road Fund Budget and no increase in this budgeted amount would result from the Board's approval of the MOU.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 2.18.015(P) of the County Code establishes that it is the duty of the Director of Public Works to oversee planning for the coordination of transportation needs within the unincorporated areas of the County, including the authority to develop and maintain the County's highway system, develop traffic mitigation measures to maximize movement of vehicles throughout the County, develop Countywide measures to maximize utilization of existing highways, provide uniform operation and maintenance of traffic signals, review the transportation components of preliminary community general plans, and provide public transit services for the unincorporated areas of the County, exclusive of the service provided by regional transit providers, such as Metro.

On an annual basis, the County is required to certify its compliance with Metro's CMP. The CMP has been created to meet the requirements of Section 65089 of the California Government Code. In 1993, Metro adopted a Countywide approach to meet the deficiency plan requirements of the CMP statute for the County of Los Angeles. A Countywide approach, requiring the participation of all local jurisdictions, is best able to address the following issues:

- Because of the complexity and interrelatedness of transportation impacts, local jurisdictions could not bear the burden of addressing the cumulative impacts of all types and sizes of development.
- The high level of traffic congestion in the County of Los Angeles, and the long and interrelated travel patterns that exist, mean that a deficiency at any one location has multiple causes.
- Many of the most effective mitigation strategies will require partnerships that combine the resources of multiple jurisdictions and other government agencies.
- A uniform Countywide approach provides certainty and predictability among jurisdictions, as well as to the business community, and
- It provides a framework, which can be integrated with existing mitigation programs and avoids delay to development approval.

Several local jurisdictions have recently raised concerns about the debit and credit approach of

tracking outcomes under the CMP. As a result, Metro staff in consultation with local jurisdictions has been exploring the feasibility of implementing a congestion mitigation fee. If implemented, a Congestion Mitigation Fee Program would generate revenue for multiple partnering local governments to use in carrying out their selected traffic mitigation strategies.

The provisions of the MOU allows Public Works to continue to carry out its duties pursuant to Section 2.18.015(P) of the County Code while also being a stronger partner in carrying out transportation planning with neighboring jurisdictions in a portion of the Westside of the County of Los Angeles. Public Works will then be in a better position to carry out a Congestion Mitigation Fee Program if it ultimately becomes a requirement of the Metro CMP.

The MOU has been approved as to form by County Counsel. Additionally, the City of Culver City and the City of Los Angeles have each approved the MOU.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(5) of the California Environmental Quality Act Guidelines (CEQA) and Section 307.B(3) of the Environmental Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, approval of the recommended action is an administrative activity that will not result in a physical change in the environment. It does not constitute a project and therefore, is not subject to the requirements of CEQA. Appropriate environmental documents will be prepared and brought to the Board for approval once a project is defined in the future.

A project to improve intersections on Admiralty Way from Fiji Way to Via Marina is included in Exhibit B of the MOU. On November 3, 2009, Item No. 25, the Board approved an amendment to an agreement with the City of Culver City and the City of Los Angeles that has allowed us to utilize the Costco Regional Traffic Mitigation Funds for the preliminary engineering work associated with the project. We anticipate having the appropriate environmental document prepared for Admiralty Way Project prior to your Board's determination to proceed with its construction.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Transportation planning for the unincorporated areas of Marina del Rey and Ladera Heights is a routine function carried out by Public Works. For example, Public Works has been involved in the preparation of the major amendment to the Marina del Rey Local Coastal Program, Project No. R2009-02277-(4), that was approved by the Regional Planning Commission at their December 15, 2010, hearing. The traffic mitigation within Marina del Rey that is described in the major amendment is consistent with the traffic mitigation that is described in the MOU. An additional example of our transportation planning is the current interchange improvement project being constructed at La Cienega Boulevard at Slauson Avenue in the unincorporated area of Ladera Heights. On June 29, 2010, Item No. 53, the Board awarded a \$1.631 million construction contract that will add a turn lane on the La Cienega Boulevard northbound and southbound off-ramps at Slauson Avenue. A portion of the project's funding was derived from developers of properties in the City of Culver City and in the City of Los Angeles. Therefore, approval of the MOU will assist us as we continue to carry out transportation planning for Marina del Rey and Ladera Heights.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Traffic and Lighting Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:WJW:sd

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

MEMORANDUM OF UNDERSTANDING

FOR THE

REGIONAL DEVELOPMENT AND TRAFFIC MITIGATION
WORKING GROUP

CITY OF CULVER CITY
CITY OF LOS ANGELES
COUNTY OF LOS ANGELES

REGIONAL DEVELOPMENT AND TRAFFIC MITIGATION WORKING GROUP

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF CULVER CITY, LOS ANGELES AND THE COUNTY OF LOS ANGELES

This Memorandum of Understanding (hereinafter referred to as "Agreement") is entered into by and between the City of Culver City (hereinafter referred to as "Culver City"), the City of Los Angeles (hereinafter referred to as "Los Angeles"), and the County of Los Angeles (hereinafter referred to as "County")

RECITALS

- A. Culver City, Los Angeles, and County (hereinafter referred to collectively as "Agencies" and individually as "Agency") desire to improve transportation mobility and traffic flow in the portion of the Westside of Los Angeles County identified in Exhibit "A" (hereinafter referred to as "Study Area")
- B. The Agencies have determined that the goal of improving traffic mobility and flow in the Study Area is in the general interest of Culver City, Los Angeles, County, and the region as a whole, but there is currently no mutually agreed upon set of transportation improvements for the Study Area and no formal way of pooling project support or financial resources to fund such improvements.
- C. The Agencies have agreed to form the Regional Development and Traffic Mitigation Working Group to guide the process of establishing a transportation improvement plan and collaboratively pursue outside funding sources to implement this plan.
- D. The Agencies have developed a list of potential transportation improvement projects to enhance traffic mobility in the Study Area. The list of improvements is illustrated and described in Exhibit "B "
- E. The Agencies acknowledge that, while these proposed improvements are expected to improve traffic mobility in the Study Area, not all of the proposed improvements have been vetted through the community nor cleared environmentally. Therefore, additional outreach and environmental review and studies may be required for some or all of the proposed projects.
- F. The Los Angeles County Metropolitan Transportation Authority (Metro) and the State of California Department of Transportation (Caltrans) will be invited to participate with the Regional Development and Traffic Mitigation Working Group to provide input in the evaluations and discussions of potential transportation improvement projects.

AGREEMENT

Now, therefore, the Agencies hereby agree as follows

1 EACH AGENCY AGREES.

- A. To perform all services and comply with all duties, obligations and conditions set forth in this Agreement.
- B. To assign an authorized representative and a designee or designees to participate as an active member of the Regional Development and Traffic Mitigation Working Group.
- C. To direct the authorized representative and designee(s) to confer with relevant elected officials, as needed, on matters before the Regional Development and Traffic Mitigation Working Group.
- D. In addition to the list of transportation projects set forth in Exhibit "B," to discuss, evaluate, and rank other potential transportation improvement projects and revise Exhibit "B" accordingly Exhibit "B" may be modified upon written consent of Agencies acting by and through their authorized representatives.
- E. To work cooperatively to continue to prioritize the list of projects identified in Exhibit "B," as revised.
- F. To work cooperatively to seek outside funding sources to fund the cost of the agreed upon set of transportation improvements.
- G. To support a fellow Agency in their pursuit of federal, state, county, or Metro Call for Projects funding sources to fund an improvement project listed in Exhibit "B." If an application for grant monies is pursued to fund such a project, each agency will provide a project letter of support, unless the Agencies agree to collectively pursue the funds as one entity
- H. To hold in reserve any regional impact fees (such as the proposed Los Angeles County Metropolitan Transportation Authority Congestion Management fee) collected from development projects within the Study Area to help implement the improvements listed in Exhibit "B " In the event an Agency or Agencies withdraws from this Agreement pursuant to Section 2.B or Section 2 C, such Agency or Agencies may utilize its regional impact fees previously held in reserve, on any qualifying project, including projects outside of the Study Area.
- I. To consider supplementing regional impact fees with the allocation of revenues identified in Section 1 G., such as Los Angeles County Measure R funds, as matching funds toward approved projects listed on Exhibit "B "
- J. To seek to form Joint Powers Agreements or Project Agreements on a project-by-project basis as necessary to further the list of projects identified on Exhibit "B." Said agreements shall stipulate the contribution of funds from each Agency toward the project.

- K. To work to meet the milestones identified in Exhibit "C "
- L To add future milestones, as needed, by amendment to Exhibit "C " Exhibit "C" may be modified upon written consent of the Agencies acting by and through their authorized representatives.
- M To work together to create bi-annual reports in April and October of every year addressed to the relevant elected officials overseeing the Agencies. These reports shall include a description of the Regional Development and Traffic Mitigation Working Group's progress toward achieving the milestones identified Exhibit "C "

2 TERM OF AGREEMENT

- A. The term of this Agreement shall commence when duly executed by all parties and terminate when the Agencies agree in writing that the Agreement is no longer necessary
- B Any party may withdraw from this Agreement, at any time, by sending a 30-day notice of such withdrawal to each of the other Agencies. The notice shall state with reasonable specificity the reasons for withdrawing from the Agreement. Withdrawal shall be effective thirty (30) calendar days after receipt of said letter
- C This Agreement may be terminated by mutual consent of all Agencies

3 INDEMNIFICATION AND LIABILITY.

No party, nor any other officer or employee of such an Agency shall be responsible for any damage or liability occurring by reason of any acts or omission on the part of any other party under or in connection with this Agreement. Each of the separate parties agrees to indemnify and hold each other harmless in connection with liabilities arising from any negligence or willful misconduct by such indemnifying party Each of the separate parties agrees to assume liability for any damages occasioned by the negligence or willful misconduct of its own officials, officers, employees or agents arising under the implementation of this agreement

4 NOTICES.

Notices and correspondence between Agencies shall be sent to the following address:

If to Culver City:

Charles D. Herbertson, P.E., P.L.S.
Public Works Director/City Engineer

9770 Culver Blvd.
Culver City, CA 90232-0507
Phone: (310) 253-5630
Fax: (310) 253-5626

If to Los Angeles:

Sean Haeri, P.E., P.T.O.E.
Senior Transportation Engineer
Bureau of Transportation Planning
7166 W Manchester Avenue
Los Angeles, CA 90045
Phone: (213) 972-8485 Downtown
(310) 642-1623 Westchester
Fax (213) 485-1285

If to County:

William J. Winter, P.E.
Department of Public Works
900 S Fremont Avenue
Alhambra, CA 91803
Phone (626) 300-4700
Fax (626) 300-4736

5 **AMENDMENTS**

This Agreement may be amended if approved unanimously, in writing, by the Agencies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in separate counterparts by their duly authorized representatives. The final Agreement shall be assembled from all of these separately executed counterparts and a complete signed original will then be provided to each party

CITY OF CULVER CITY, a municipal corporation

By: Martin R. Cole
Mark Scott MARTIN R. COLE
City Manager ASSISTANT CITY MANAGER

Date: 15 MAR 2010


Approved as to Form and Legality

for By: Carol A. Schwab
Carol A. Schwab
City Attorney

Date: 3/15/10

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in separate counterparts by their duly authorized representatives. The final Agreement shall be assembled from all of these separately executed counterparts and a complete signed original will then be provided to each party


CITY OF LOS ANGELES, a municipal corporation

By: 
Rita L. Robinson
General Manager
Department of Transportation

Date: 6/15/10

Approved as to Form and Legality

Carmen Trutanich
City Attorney

By: 
~~Keith Pritsker~~ Valerie Flores
Deputy City Attorney
Assistant City Attorney

Date: June 7, 2010

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in separate counterparts by their duly authorized representatives. The final Agreement shall be assembled from all of these separately executed counterparts and a complete signed original will then be provided to each party

COUNTY OF LOS ANGELES

GAIL FARBER
Director of Public Works

By _____
PATRICK V DeCHELLIS
Deputy

Date _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By Carol Suzuki for Wenner
Deputy Wellen

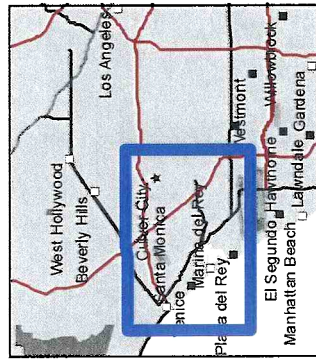
Date _____

Exhibit A: Regional Development and Traffic Mitigation Study Area

Culver CITY



Study Area Boundary



0 0.2 0.4 0.8 1.2 1.6 Miles

Note: Numbers correspond to projects listed on Exhibit B. Numbers 4 and 8 are not represented on the map because they have no specific physical location.

January 12, 2010



Exhibit B: Potential Transportation Projects in the Study Area

The following is a list of transportation projects proposed to mitigate the impacts of developments in the County of Los Angeles, City of Los Angeles and Culver City as well as the impacts of ambient growth on the regional transportation system.

To be funded through the Costco Regional Traffic Mitigation Fund:

- 1 **Admiralty Way – Fiji Way to Via Marina** - Improve intersections along Admiralty Wy from Fiji Wy to Via Marina to reduce traffic congestion along Lincoln Bl. and at its intersections from Mindanao Wy to Washington Bl

Projects that can be implemented within 3 to 5 years:

- 2 **Sepulveda Boulevard Efficiency/Capacity Improvement Project** – Identify and implement ways of improving traffic flow, carrying capacity, and efficiency in the utilization of the Sepulveda Corridor from Wilshire to LAX.
3. **Lincoln Boulevard Efficiency/Capacity Improvement Project** – Identify and implement ways of improving traffic flow, carrying capacity, and efficiency in the utilization of the Lincoln Corridor from Venice Bl. to Westchester Parkway
- 4 **Improve Transit in the Area.**
 - a. **Articulated Bus Project** - Purchase of 6 articulated buses to expand the carrying capacity of Rapid 6. Rapid 6 is an important north-south sub-regional bus rapid transit service that connects from UCLA to LAX and the Green Line Aviation Station. This project also includes bus pad lengthening at stops to accommodate the articulated buses.
 - b **Enhance Transit Service Feeding into the Future Exposition Light Rail Station** - Fund Culver CityBus feeder service to the Exposition Light Rail Station to enhance sub-regional connectivity to/from the Expo Station.
 - c. **Improve Bus Stops in the Area** - The improvements include some or all of the following: 1) Replace/add/lengthen the bus pads, 2) Improve sidewalk conditions or extending the sidewalk (for ADA compliance and to enhance safety), 3) Next bus arrival information system, 4) Enhanced lighting, and 5) Addition/replacement of bus stop furniture.
- 5 **Improve Traffic Flow Along Culver Boulevard** - Improve traffic flow along the Culver Bl. corridor between Centinela Ave and the I-405 by providing turn lanes at intersections (e.g. at Inglewood Ave)
- 6 **Improve Traffic Flow Along Centinela Ave.** -Improve the Centinela Ave corridor from Sepulveda Bl to La Cienega Bl. (e.g. add a travel lane in the peak direction of Centinela Ave) to relieve traffic congestion along Slauson Ave
- 7 **Improve Lincoln Bl.** - Widening Lincoln Bl., between Jefferson Bl and Fiji Way
- 8 **Upgrade Traffic Signal Synchronization in Culver City** - Upgrade traffic signal synchronization in Culver City equivalent to the City of Los Angeles' ATCS
- 9 **SR90 Connector Road From Lincoln Bl. to Admiralty Way** - Construct SR90 extension to Admiralty Wy to reduce traffic congestion along Lincoln Bl. and at its intersections from Mindanao Wy to Washington Bl

- 10 **La Cienega Bl./Centinela Ave. Grade Separation** – Construct a grade separation of La Cienega Bl. intersection with Centinela Ave. and La Tijera Bl.
- 11 **SR90 to I-405 Connection** - Construct WB SR90 connection to SB I-405
- 12 **Westside Transit Center Project** – Plan, design and construct a multi-modal transit center to replace the existing Fox Hills Mall Transit Center, which is located on private property. This transit center will serve as a major transit hub on the Westside for riders transferring between bus lines in the region.
- 13 **Duquesne Ave.** – Widen Duquesne Ave. between Jefferson Bl. and Culver Bl. in order to accommodate a left turn lane and bike lanes. This will improve traffic flow and connectivity on a road that is one of the few Ballona Creek crossings and also serves to connect two primary arteries.

Exhibit C: Milestones

1. July 1, 2010· Identify funding for Project Study Reports (PSRs) for two or three projects that are selected by the Regional Development and Traffic Mitigation Working Group for intense focus. Develop an RFP for the necessary consultant services or a plan to conduct the PSRs using staff from one or more of the Agencies.
2. August 15, 2010· Select a consultant or consultants to perform PSRs, if relevant.
3. December 15, 2010· Complete PSRs for the selected projects and identify a subcommittee of the Regional Development and Traffic Mitigation Working Group to work on 2011 Metro Call for Projects applications
4. January 15, 2011. Complete applications for funding for the two selected projects through the 2011 Metro Call for Projects or a similar source

MEMORANDUM OF UNDERSTANDING

FOR THE

REGIONAL DEVELOPMENT AND TRAFFIC MITIGATION
WORKING GROUP

CITY OF CULVER CITY
CITY OF LOS ANGELES
COUNTY OF LOS ANGELES

REGIONAL DEVELOPMENT AND TRAFFIC MITIGATION WORKING GROUP

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- B. The Agencies have determined that the goal of improving traffic mobility and flow in the Study Area is in the general interest of Culver City, Los Angeles, County, and the region as a whole, but there is currently no mutually agreed upon set of transportation improvements for the Study Area and no formal way of pooling project support or financial resources to fund such improvements.
- C. The Agencies have agreed to form the Regional Development and Traffic Mitigation Working Group to guide the process of establishing a transportation improvement plan and collaboratively pursue outside funding sources to implement this plan
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- F. The Los Angeles County Metropolitan Transportation Authority (Metro) and the State of California Department of Transportation (Caltrans) will be invited to participate with the Regional Development and Traffic Mitigation Working Group to provide input in the evaluations and discussions of potential transportation improvement projects

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- F. To work cooperatively to seek outside funding sources to fund the cost of the agreed upon set of transportation improvements.
- G. To support a fellow Agency in their pursuit of federal, state, county, or Metro Call for Projects funding sources to fund an improvement project listed in Exhibit "B " If an application for grant monies is pursued to fund such a project, each agency will provide a project letter of support, unless the Agencies agree to collectively pursue the funds as one entity
- H. To hold in reserve any regional impact fees (such as the proposed Los Angeles County Metropolitan Transportation Authority Congestion Management fee) collected from development projects within the Study Area to help implement the improvements listed in Exhibit "B " In the event an Agency or Agencies withdraws from this Agreement pursuant to Section 2.B or Section 2.C, such Agency or Agencies may utilize its regional impact fees previously held in reserve, on any qualifying project, including projects outside of the Study Area.
- I. To consider supplementing regional impact fees with the allocation of revenues identified in Section 1.G., such as Los Angeles County Measure R funds, as matching funds toward approved projects listed on Exhibit "B."
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4 NOTICES.

Notices and correspondence between Agencies shall be sent to the following address:

If to Culver City:

Charles D. Herbertson, P.E., P.L.S.
Public Works Director/City Engineer

9770 Culver Blvd.
Culver City, CA 90232-0507
Phone. (310) 253-5630
Fax (310) 253-5626

If to Los Angeles:

Sean Haeri, P.E., P.T.O.E.
Senior Transportation Engineer
Bureau of Transportation Planning
7166 W Manchester Avenue
Los Angeles, CA 90045
Phone: (213) 972-8485 Downtown
(310) 642-1623 Westchester
Fax: (213) 485-1285

If to County:

William J. Winter, P.E.
Department of Public Works
900 S Fremont Avenue
Alhambra, CA 91803
Phone: (626) 300-4700
Fax: (626) 300-4736

5 **AMENDMENTS**

This Agreement may be amended if approved unanimously, in writing, by the Agencies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in separate counterparts by their duly authorized representatives. The final Agreement shall be assembled from all of these separately executed counterparts and a complete signed original will then be provided to each party

CITY OF CULVER CITY, a municipal corporation

By: Martin R. Cole
Mark Scott MARTIN R. COLE
City Manager ASSISTANT CITY MANAGER

Date: 15 MAR 2010

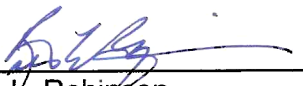
Approved as to Form and Legality:

By: Carol A. Schwab
for Carol A. Schwab
City Attorney

Date: 3/15/10

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in separate counterparts by their duly authorized representatives. The final Agreement shall be assembled from all of these separately executed counterparts and a complete signed original will then be provided to each party


CITY OF LOS ANGELES, a municipal corporation

By: 
Rita L. Robinson
General Manager
Department of Transportation

Date: 6/15/10

Approved as to Form and Legality:

Carmen Trutanich
City Attorney

By: 
~~Keith Pritsker~~ Valerie Flores
Deputy City Attorney
Assistant City Attorney

Date: June 7, 2010

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COUNTY OF LOS ANGELES

GAIL FARBER
Director of Public Works

By _____
PATRICK V DeCHELLIS
Deputy

Date _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By Carole Suzuki for
Deputy Warren
Wellen

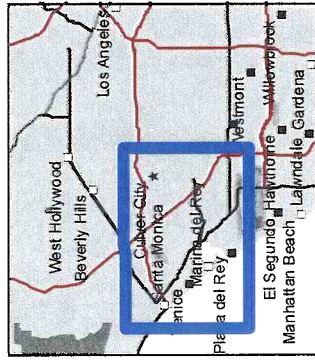
Date _____

**Exhibit A:
Regional
Development and
Traffic Mitigation
Study Area**

Culver CITY



Study Area Boundary



0 0.2 0.4 0.8 1.2 1.6 Miles

Note: Numbers correspond to projects listed on Exhibit B. Numbers 4 and 8 are not represented on the map because they have no specific physical location.

January 12, 2010

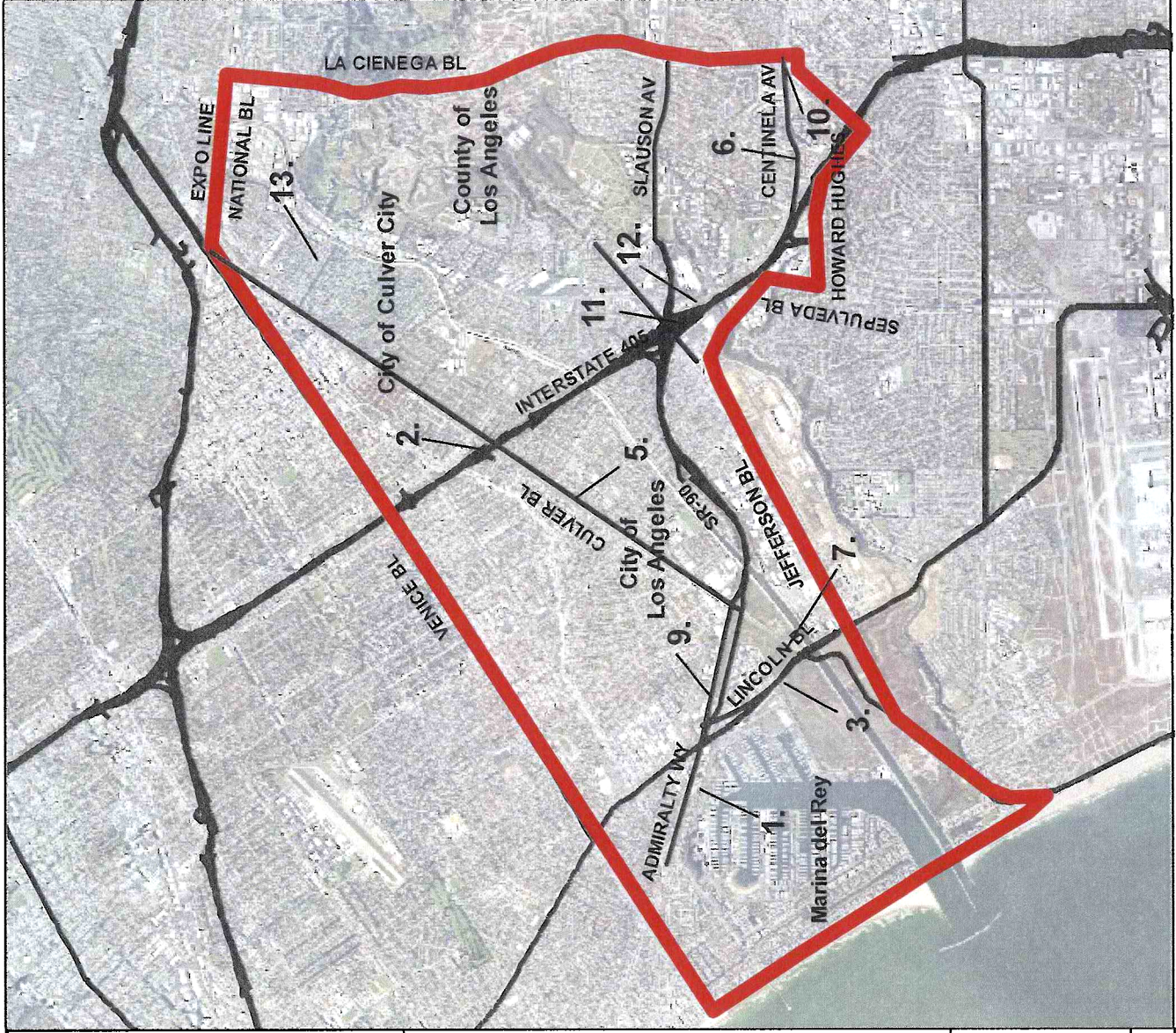


Exhibit B: Potential Transportation Projects in the Study Area

The following is a list of transportation projects proposed to mitigate the impacts of developments in the County of Los Angeles, City of Los Angeles and Culver City as well as the impacts of ambient growth on the regional transportation system

To be funded through the Costco Regional Traffic Mitigation Fund:

- 1 **Admiralty Way – Fiji Way to Via Marina** - Improve intersections along Admiralty Wy. from Fiji Wy to Via Marina to reduce traffic congestion along Lincoln Bl. and at its intersections from Mindanao Wy to Washington Bl

Projects that can be implemented within 3 to 5 years:

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 - b **Enhance Transit Service Feeding into the Future Exposition Light Rail Station** - Fund Culver CityBus feeder service to the Exposition Light Rail Station to enhance sub-regional connectivity to/from the Expo Station.
 - c. **Improve Bus Stops in the Area** - The improvements include some or all of the following: 1) Replace/add/lengthen the bus pads, 2) Improve sidewalk conditions or extending the sidewalk (for ADA compliance and to enhance safety), 3) Next bus arrival information system, 4) Enhanced lighting, and 5) Addition/replacement of bus stop furniture.
- 5 **Improve Traffic Flow Along Culver Boulevard** - Improve traffic flow along the Culver Bl corridor between Centinela Ave. and the I-405 by providing turn lanes at intersections (e.g. at Inglewood Ave.).
6. **Improve Traffic Flow Along Centinela Ave.** -Improve the Centinela Ave. corridor from Sepulveda Bl. to La Cienega Bl. (e.g add a travel lane in the peak direction of Centinela Ave) to relieve traffic congestion along Slauson Ave
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Exhibit C: Milestones

- 1 July 1, 2010: Identify funding for Project Study Reports (PSRs) for two or three projects that are selected by the Regional Development and Traffic Mitigation Working Group for intense focus. Develop an RFP for the necessary consultant services or a plan to conduct the PSRs using staff from one or more of the Agencies.
- 2 August 15, 2010: Select a consultant or consultants to perform PSRs, if relevant
3. December 15, 2010: Complete PSRs for the selected projects and identify a subcommittee of the Regional Development and Traffic Mitigation Working Group to work on 2011 Metro Call for Projects applications
4. January 15, 2011 Complete applications for funding for the two selected projects through the 2011 Metro Call for Projects or a similar source

MEMORANDUM OF UNDERSTANDING

FOR THE

REGIONAL DEVELOPMENT AND TRAFFIC MITIGATION
WORKING GROUP

CITY OF CULVER CITY
CITY OF LOS ANGELES
COUNTY OF LOS ANGELES

REGIONAL DEVELOPMENT AND TRAFFIC MITIGATION WORKING GROUP

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF CULVER CITY, LOS ANGELES AND THE COUNTY OF LOS ANGELES

This Memorandum of Understanding (hereinafter referred to as "Agreement") is entered into by and between the City of Culver City (hereinafter referred to as "Culver City"), the City of Los Angeles (hereinafter referred to as "Los Angeles"), and the County of Los Angeles (hereinafter referred to as "County").

RECITALS

- A. Culver City, Los Angeles, and County (hereinafter referred to collectively as "Agencies" and individually as "Agency") desire to improve transportation mobility and traffic flow in the portion of the Westside of Los Angeles County identified in Exhibit "A" (hereinafter referred to as "Study Area")
- B. The Agencies have determined that the goal of improving traffic mobility and flow in the Study Area is in the general interest of Culver City, Los Angeles, County, and the region as a whole, but there is currently no mutually agreed upon set of transportation improvements for the Study Area and no formal way of pooling project support or financial resources to fund such improvements.
- C. The Agencies have agreed to form the Regional Development and Traffic Mitigation Working Group to guide the process of establishing a transportation improvement plan and collaboratively pursue outside funding sources to implement this plan
- D. The Agencies have developed a list of potential transportation improvement projects to enhance traffic mobility in the Study Area. The list of improvements is illustrated and described in Exhibit "B."
- E. The Agencies acknowledge that, while these proposed improvements are expected to improve traffic mobility in the Study Area, not all of the proposed improvements have been vetted through the community nor cleared environmentally. Therefore, additional outreach and environmental review and studies may be required for some or all of the proposed projects.
- F. The Los Angeles County Metropolitan Transportation Authority (Metro) and the State of California Department of Transportation (Caltrans) will be invited to participate with the Regional Development and Traffic Mitigation Working Group to provide input in the evaluations and discussions of potential transportation improvement projects

AGREEMENT

Now, therefore, the Agencies hereby agree as follows

1 EACH AGENCY AGREES.

- A. To perform all services and comply with all duties, obligations and conditions set forth in this Agreement.
- B. To assign an authorized representative and a designee or designees to participate as an active member of the Regional Development and Traffic Mitigation Working Group
- C. To direct the authorized representative and designee(s) to confer with relevant elected officials, as needed, on matters before the Regional Development and Traffic Mitigation Working Group
- D. In addition to the list of transportation projects set forth in Exhibit "B," to discuss, evaluate, and rank other potential transportation improvement projects and revise Exhibit "B" accordingly Exhibit "B" may be modified upon written consent of Agencies acting by and through their authorized representatives.
- E. To work cooperatively to continue to prioritize the list of projects identified in Exhibit "B," as revised.
- F. To work cooperatively to seek outside funding sources to fund the cost of the agreed upon set of transportation improvements.
- G. To support a fellow Agency in their pursuit of federal, state, county, or Metro Call for Projects funding sources to fund an improvement project listed in Exhibit "B." If an application for grant monies is pursued to fund such a project, each agency will provide a project letter of support, unless the Agencies agree to collectively pursue the funds as one entity
- H. To hold in reserve any regional impact fees (such as the proposed Los Angeles County Metropolitan Transportation Authority Congestion Management fee) collected from development projects within the Study Area to help implement the improvements listed in Exhibit "B." In the event an Agency or Agencies withdraws from this Agreement pursuant to Section 2.B or Section 2.C, such Agency or Agencies may utilize its regional impact fees previously held in reserve, on any qualifying project, including projects outside of the Study Area.
- I. To consider supplementing regional impact fees with the allocation of revenues identified in Section 1 G , such as Los Angeles County Measure R funds, as matching funds toward approved projects listed on Exhibit "B."
- J. To seek to form Joint Powers Agreements or Project Agreements on a project-by-project basis as necessary to further the list of projects identified on Exhibit "B." Said agreements shall stipulate the contribution of funds from each Agency toward the project.

- K. To work to meet the milestones identified in Exhibit "C "
- L To add future milestones, as needed, by amendment to Exhibit "C " Exhibit "C" may be modified upon written consent of the Agencies acting by and through their authorized representatives.
- M To work together to create bi-annual reports in April and October of every year addressed to the relevant elected officials overseeing the Agencies. These reports shall include a description of the Regional Development and Traffic Mitigation Working Group's progress toward achieving the milestones identified Exhibit "C "

2 TERM OF AGREEMENT

- A. The term of this Agreement shall commence when duly executed by all parties and terminate when the Agencies agree in writing that the Agreement is no longer necessary
- B. Any party may withdraw from this Agreement, at any time, by sending a 30-day notice of such withdrawal to each of the other Agencies. The notice shall state with reasonable specificity the reasons for withdrawing from the Agreement Withdrawal shall be effective thirty (30) calendar days after receipt of said letter
- C This Agreement may be terminated by mutual consent of all Agencies

3 INDEMNIFICATION AND LIABILITY:

No party, nor any other officer or employee of such an Agency shall be responsible for any damage or liability occurring by reason of any acts or omission on the part of any other party under or in connection with this Agreement. Each of the separate parties agrees to indemnify and hold each other harmless in connection with liabilities arising from any negligence or willful misconduct by such indemnifying party Each of the separate parties agrees to assume liability for any damages occasioned by the negligence or willful misconduct of its own officials, officers, employees or agents arising under the implementation of this agreement.

4. NOTICES.

Notices and correspondence between Agencies shall be sent to the following address.

If to Culver City:

Charles D. Herbertson, P.E., P.L.S.
Public Works Director/City Engineer

9770 Culver Blvd
Culver City, CA 90232-0507
Phone. (310) 253-5630
Fax (310) 253-5626

If to Los Angeles:

Sean Haeri, P.E., P.T.O.E.
Senior Transportation Engineer
Bureau of Transportation Planning
7166 W Manchester Avenue
Los Angeles, CA 90045
Phone (213) 972-8485 Downtown
(310) 642-1623 Westchester
Fax (213) 485-1285

If to County:

William J Winter, P.E
Department of Public Works
900 S Fremont Avenue
Alhambra, CA 91803
Phone (626) 300-4700
Fax: (626) 300-4736

5. AMENDMENTS

This Agreement may be amended if approved unanimously, in writing, by the Agencies

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in separate counterparts by their duly authorized representatives. The final Agreement shall be assembled from all of these separately executed counterparts and a complete signed original will then be provided to each party.

CITY OF CULVER CITY, a municipal corporation

By: Martin R. Cole
Mark Scott MARTIN R. COLE
City Manager ASSISTANT CITY MANAGER

Date: 15 MAR 2010

Approved as to Form and Legality:

for By: Carol A. Schwab
Carol A. Schwab
City Attorney

Date: 3/15/10

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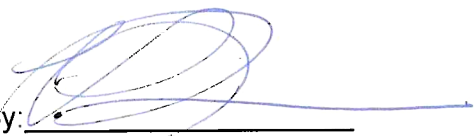
CITY OF LOS ANGELES, a municipal corporation

By: 
Rita L. Robinson
General Manager
Department of Transportation

Date: 6/15/10

Approved as to Form and Legality

Carmen Trutanich
City Attorney

By: 
~~Keith Pritsker~~ Valerie Flores
Deputy City Attorney
Assistant City Attorney

Date: June 7, 2010

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COUNTY OF LOS ANGELES

GAIL FARBER
Director of Public Works

By _____
PATRICK V. DeCHELLIS
Deputy

Date _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By Carole Suzuki for
Deputy Waverly
Wallen

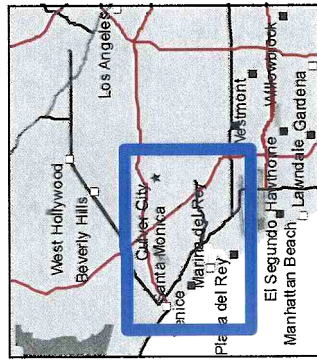
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January 12, 2010



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